

## **REMARKS**

Claims 1 and 7 are amended herewith. No new matter is presented. Thus, claims 1-35 are pending and under consideration.

### **REJECTION UNDER 35 U.S.C. § 112**

Claims 1-6 were rejected under 35 U.S.C. § 112, second paragraph. In item 5 the Advisory Action it is stated that "Applicant's reply has overcome [...] the rejection under 35 U.S.C. § 112, second paragraph." However in item 7 therein, it is stated that the amendment will be entered for the purpose of appeal. According to MPEP 706.07(h) (III) (1) (D)

"Any previously filed unentered amendments, and amendments filed with the RCE will normally be entered. Any previously filed unentered amendments, and amendments filed with the RCE will normally be entered. Such amendments will be entered in the order in which they were filed in the absence of any specific instructions for entry."

Thereby, Applicants consider that the rejections under 35 U.S.C. § 112 have been overcome based on the response filed on September 11, 2006, and the indication in the Advisory Action mailed on September 26, 2006.

### **REJECTION UNDER 35 U.S.C. § 103**

Claims 1-35 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,794,207 to Walker et al. (hereinafter Walker).

Applicants believe that Walker does not render obvious the features of the claims, because the purpose and conditions in Walker are fundamentally different than the purpose and conditions for the witness system and method of the present application. This fundamental difference makes adding to Walker the features asserted as obvious to be meaningless.

Walker is directed to a method and an apparatus to perform bilateral buyer-driven commerce while the systems and methods claimed in the present application aim to use electronic data exchange to perform efficient distribution and account settlement (accounting) processes between a seller and a buyer **following** a sale agreement.

The witness system of claim 1 is a buffer system between the seller and the buyer. This structure makes possible generating accurate detailed payment statements when, for example, a detailed payment statement is made or a fund transfer is executed based on confirmed data.

Furthermore, the checking of said detailed payment statement by the buyer and the seller is simpler by referring to the witness system (see Abstract of the present application).

Walker's system/method performs in a bidding situation before a moment of a sale, when a potential buyer sends information towards multiple sellers relative to a targeted product and one or more sellers among the multiple sellers may respond to the buyer depending on the product availability. Walker's system/method provides means leading to a sale between the buyer and one of the sellers who responded to the buyer based on the buyer's information. In contrast, the method/system claimed in the present application, performs after the moment of the sale ("sales data about one or more items sold by a seller to a buyer", claim 34) to ensure efficient distribution and account settlement (accounting) processes between the seller and the buyer.

In view of the above-mentioned difference between the purpose and conditions of Walker and the present general inventive concept, the assertions of obviousness made in the outstanding Office Action are flawed.

Specifically, in the outstanding Office Action, it is conceded that Walker does not teach the claim 1 feature of "confirmation document making means for making a confirmation document by a buyer for each one of a plurality of seller records." It is then argued that the system disclosed in Walker could have been modified to include a plurality of seller records, but the confirmation aspect of the above-recited feature of claim 1 is not addressed. Since the sale has not been yet agreed upon in Walker (i.e., a binding decision is the final outcome of the system/method in Walker) there is no reason for the buyer to confirm each of the seller's records or information. Asserting that the "confirmation document making means for making a confirmation document by a buyer for each one of a plurality of seller records" is obvious based on Walker makes no sense prior to achieving an agreement, a binding decision between the buyer and the seller, as it is the situation in Walker.

Claims 1, 7, 17, 25-29 and 35 recite that the system or method respectively includes creating or making a "confirmation", "notarization", or "confirmatory" document for "a selected sale and corresponding sales data of at least one item among seller records" ("a corresponding voucher" in claim 35). Similarly, independent claim 15 recites that a notarization document is created by the seller for "a selected sale and corresponding sales data of at least one item from a corresponding buyer record." Independent claim 34 was amended to recite "payment object indicating a selected sale and corresponding to the sales data of at least one item among the plurality of seller sales records" that is created upon receipt of "a plurality of seller sales records."

Independent claim 36 was amended to recite, “automatically determining delivery vouchers of the seller corresponding to the selected sale of the seller records” and “authenticating the confirmation document with the delivery vouchers.” Applicants submit that these features distinguish the independent claims over Walker, and that Walker does not render the recited features obvious at least because of the context of operation in Walker.

Additionally, in the Amendment filed on November 2, 2005, Applicants argued that the feature “said seller checks said detailed payment statement against documents stored in memory according to said memory means” recited in claim 10 is not disclosed by Walker. In the outstanding Office Action, it is asserted that “[it] is well known in business to double check statement information with other information, to insure that there are no mistakes.” The Applicants respectfully traverse this statement and demand the Examiner to produce authority for the statement. The Applicants specifically point out the following errors in the Examiner’s action.

First, the Examiner uses common knowledge (“well-known”) evidence for the rejection of claim 10. The Applicants respectfully traverse the Examiner’s statement and demand the Examiner to produce authority for the statement. As explained in the M.P.E.P. § 2144.03,

any facts so noticed should... server only to “fill in the gaps” in an insubstantial manner which might exist in the evidentiary showing made by the Examiner to support a particular ground for rejection. It is never appropriate to rely solely on common knowledge in the art without evidentiary support in the record as the principal evidence upon which a rejection is based.

Second, the noticed fact is not considered to be common knowledge or well-known in the art. In this case, the limitation is not of notorious character or capable of instant and unquestionable demonstration as being well-known. Instead, this limitation is unique to the present invention (see, M.P.E.P. § 2144.03(A) (the notice of facts beyond the record which may be taken by the Examiner must be “capable of such instant and unquestionable demonstration as to defy dispute”). In particular, the “other information” phrase is vague and renders the statement indefinite.

Third, there is no evidence supporting the Examiner’s assertion (see, M.P.E.P. § 2144.03(B) (“there must be some form of evidence in the record to support an assertion of common knowledge”).

Fourth, the Examiner appears to be basing the rejections, at least in part, on personal

knowledge. The Examiner is required under 37 C.F.R. § 1.104(d)(2) to support such assertion with an affidavit when called for by the Applicant. The Examiner is called upon to support such assertion.

Further, even if the Examiner's assertion and rejection based on common knowledge is valid, the present invention is distinguishable as discussed above.

In view of the above arguments, Applicants respectfully submit that claim 1 and claims 2-6, 20 and 24 depending from claim 1, are patentable at least because the following features of the witness system of claim 1 are not taught, suggested or inherent to the system disclosed in Walker:

- "confirmation document making means for making a confirmation document by the buyer for each one of a plurality of received seller records sent from the seller to the buyer, each seller record including sales data about one or more items sold by the seller to the buyer, the buyer generating a confirmation document corresponding to each seller record, and each confirmation document indicating a selected sale and corresponding sales data of at least one item among the plurality of seller records"
- "witness receiving means for receiving each confirmation document from the buyer after the buyer makes each confirmation document"
- "confirmation means for confirming by the seller that the content of each of the seller records is in agreement with the content of a corresponding one of the confirmation documents sent to the seller from the witness receiving means, wherein said witness receiving means certifies and registers each confirmation document as being accurate once said confirmation means confirms each confirmation document" and
- "memory means for storing in memory the confirmation documents registered by said witness receiving means."

Additionally, claim 1 as amended is directed to a "witness system to assist a buyer and a seller **after at least one sale operation has been agreed upon**" (emphasis added) thereby specifying more clearly the claimed subject matter. The added language aims to enforce the above-argued difference between Walker and claim 1.

Applicants respectfully request specific arguments related the claim language to which they can present a rebuttal or counter-arguments. For example, Applicants argue that the confirmation means of claim 1 are not disclosed in Walker. In the outstanding Office Action on

page 2 it is asserted that “the witness system confirms that the documents are accurate”, indicated as relevant (1) col. 19, lines 32-40 and (2) col. 18, lines 8-14 of Walker. It is unclear whether this assertion is directed to the confirmation means as recited in claim 1 because it seems to be only partial related. The indicated portion (1) of Walker refers to authentication of the sellers identity and portion (2) of Walker is directed to editing for correcting spelling or grammatical error and enhancing clarity. None of the cited portions refer to “for making a confirmation document” as recited in claim 1 for the confirmation means.

Independent claim 7 and claims 8-14, 19, 21, and 23 depending from claim 7, are patentable at least because the following features the account settlement system of claim 7 are not taught, suggested or inherent to the system disclosed in Walker:

- notarization document making means for making a notarization document by a buyer for each one of a plurality of seller records sent from a seller to the buyer after at least one sale operation has been agreed upon, each seller record including sales data about one or more items sold by the seller to the buyer, the buyer making each notarization document upon receipt of each seller record, and each notarization document indicating a selected sale and corresponding sales data of at least one item among the plurality of seller records;
- sending means for sending to a notarization authority each notarization from the buyer after the buyer makes each notarization document, and for sending each notarization document from the notarization authority to the seller;
- confirmation means for confirming by the seller whether the contents of each seller record is in agreement with the contents of a corresponding one of the notification documents;
- a witness having the notarization authority and certifying that each notification document is accurate after the seller confirms that each seller record agrees with the corresponding notarization document;
- memory means for storing in a memory the notarization documents certified by said witness;
- detailed payment statement making means for making, with reference to the notarization documents stored in the memory, a detailed payment statement, upon which payment to the seller by the buyer is to be based;

- funds transfer request means for requesting a transfer of funds, based on the detailed payment statement; and
- notification means for notifying said witness of a transfer of funds, when funds are transferred to the seller based on the funds transfer request.

Independent claim 15 and claim 16 depending from claim 15 are patentable at least because the following features of the account settlement system utilizing a witness system of claim 15 are not taught, suggested or inherent to the system disclosed in Walker:

- notarization document making means for making a notarization document by a seller for each one of a plurality of buyer records sent from a buyer to the seller, each buyer record including sales data about one or more items sold by the buyer to the seller, the seller making each notarization document upon receipt of each buyer record, and each notarization document indicating a sale and corresponding sales data of at least one item among the plurality of seller records;
- sending means for sending to a notarization authority each notarization from the seller after the seller makes each notarization document, and for sending each notarization document from the notarization authority to the buyer;
- confirmation means for confirming by the buyer whether the contents of each buyer record is in agreement with the contents of a corresponding one of the notification documents;
- a witness having the notarization authority and certifying that each notification document is accurate after the buyer confirms that each buyer record agrees with the corresponding notarization document;
- memory means for storing in a memory the notarization documents certified by said witness;
- detailed payment statement making means for making, by said buyer, with reference to the notarization documents stored in the memory, a detailed payment statement upon which a set-off payment by the seller to the buyer is based; and
- request means for requesting a financial institution to issue a check to the buyer, based on the detailed payment statement.

Independent claim 17 and claim 18 depending from claim 17 are patentable at least because the following features of the account settlement system utilizing a witness system of claim 15 are not taught, suggested or inherent to the system disclosed in Walker:

- notarization document making means for making a notarization document by a buyer for each one of a plurality of seller records sent from a seller to the buyer, each seller record including sales data about one or more items sold by the seller to the buyer, the buyer making each notarization document upon receipt of each seller record, and each notarization document indicating a selected sale and corresponding sales data of at least one item among the plurality of seller records;
- sending means for sending to a notarization authority each notarization from the buyer after the buyer makes each notarization document, and for sending each notarization document from the notarization authority to the seller;
- confirmation means for confirming by the seller whether the contents of each seller record is in agreement with the contents of a corresponding one of the notification documents;
- a witness having the notarization authority and certifying that each notification document is accurate after the seller confirms that each seller record agrees with the corresponding notarization document;
- memory means for storing in a memory the notarization documents certified by said witness;
- detailed payment statement making means for making, with reference to the notarization documents stored in the memory, a detailed payment statement, upon which payment to the seller by the buyer is to be based; and
- request means for requesting a financial institution to issue a note to the buyer.

Independent claim 25 is patentable at least because the following features of the method for document confirmation by a witness system of claim 25 are not taught, suggested or inherent to the system disclosed in Walker:

- making a confirmatory document by a buyer for each one of a plurality of seller records sent from a seller to the buyer, each seller record including sales data about one or more items sold by the seller to the buyer, the buyer making each confirmatory document upon receipt of each seller record, and each confirmatory document

indicating a selected sale and corresponding sales data of at least one item among the plurality of seller records;

- sending to a witness each confirmatory document from the buyer after the buyer makes each confirmatory document, and sending each confirmatory document from the witness to the seller;
- confirming by the seller whether the contents of each seller record are in agreement with the contents of a corresponding one of the confirmatory documents;
- certifying, by the witness, that each confirmatory document is accurate, and notifying the buyer and the seller of each certification; and
- storing the certified documents in a memory.

Independent claim 26 is patentable at least because the following features of the account settling method utilizing a witness system of claim 26 are not taught, suggested or inherent to the system disclosed in Walker:

- making a notarization document by a buyer for each one of a plurality of seller records sent periodically from a seller to the buyer, each seller record including sales data about one or more items sold by the seller to the buyer, the buyer making each notarization document upon receipt of each seller record, and each notarization document indicating a selected sale and corresponding sales data of at least one item among the plurality of seller records;
- sending to a notarization authority each notarization document from the buyer after the buyer makes each notarization document, and sending each notarization document from the notarization authority to the seller;
- confirming by the seller whether the contents of each seller record are in agreement with the contents of a corresponding one of the notarization documents;
- notarizing, by a witness having the notarization authority, that each document is accurate and notifying the buyer and the seller of each notarization, after the seller confirms that each seller record agrees with the corresponding notarization document;
- storing in a memory the notarized documents;



- making, with reference to the stored notarization documents, a detailed payment statement upon which is based payment by the buyer to the seller; and
- requesting the transfer of funds to the seller, based on the detailed payment statement.

Independent claim 27 is patentable at least because the following features of claim 27 are not taught, suggested or inherent to the system disclosed in Walker:

- making a confirmatory document by a buyer for each one of a plurality of seller records sent from a seller to the buyer, each seller record including sales data about one or more items sold by the seller to the buyer, the buyer making each confirmatory document upon receipt of each seller record, and each confirmatory document indicating a selected sale and corresponding sales data of at least one item among the plurality of seller records;
- sending, to a witness, each confirmatory document from the buyer after the buyer makes each confirmatory document, and sending each confirmatory document from the witness to the seller;
- confirming by the seller whether the contents of each seller record are in agreement with the contents of a corresponding one of the confirmatory documents;
- certifying by the witness that each confirmatory document is accurate, and notifying the buyer and the seller of each certification, after the seller confirms that each seller record agrees with the corresponding confirmatory document; and
- storing in a memory each certified document.

Independent claim 28 is patentable at least because the following features of claim 28 are not taught, suggested or inherent to the system disclosed in Walker:

- making a notarization document by a buyer for each one of a plurality of seller records sent from a seller to the buyer, each seller record including sales data about one or more items sold by the seller to the buyer, the buyer making each notarization document upon receipt of each seller record, and each notarization document indicating a selected sale and corresponding sales data of at least one item among the plurality of seller records;

- sending, to a notarization authority, each notarization document from the buyer after the buyer makes each notarization document, and sending each notarization document from the notarization authority to the seller;
- confirming, by the seller, whether the contents of each seller record and the contents of a corresponding one of the notarization documents are in agreement;
- notarizing, by a witness having the notarization authority, that each notarization document is accurate, and notifying the buyer and the seller of each notarization, after the seller confirms that each seller record agrees with the corresponding notarization document;
- storing, in a memory, the notarized documents;
- making, with reference to the notarized documents, a detailed payment statement upon which is based payment by the buyer to the seller; and
- requesting that funds be transferred to the seller, based on the detailed payment statement.

Independent claim 29 is patentable at least because the following features of claim 29 are not taught, suggested or inherent to the system disclosed in Walker:

- first computing means for making a document upon receipt of each one of a plurality of records, each record including sales data about one or more items sold by a seller to a buyer, each document being made upon receipt of each record, and each document indicating a selected sale and corresponding sales data of at least one item among the plurality of seller records;
- second computing means for confirming the contents of each document; and
- third computing means for performing notarization of each confirmed document and storing in a memory each notarized document data.

Independent claim 34 is patentable at least because the following features of the account settlement system of claim 34 are not taught, suggested or inherent to the system disclosed in Walker:

- payment request means for making a detailed payment statement that aggregates a selected plurality of payment objects and sending a payment request based on the detailed payment statement, each payment object being created upon receipt of a

corresponding one of a plurality of seller sales records, each seller sales record including sales data about one or more items sold by a seller to a buyer, and each payment object indicating a selected sale and corresponding to the sales data of at least one item among the plurality of seller sales records; and

- comparison means for comparing the detailed payment statement with the seller sales record.

Independent claim 35 is patentable at least because the following features of the method of exchanging sales data of claim 35 are not taught, suggested or inherent to the system disclosed in Walker:

- creating a confirmation document by a buyer for each one of a plurality of vouchers sent to the buyer by a seller, each voucher including sales data about one or more items sold by the seller to the buyer, the buyer making each confirmation document upon receipt of each voucher, and each confirmation document indicating a selected sale and corresponding sales data of at least one item among the plurality of vouchers;
- sending each confirmation document from the buyer after the buyer makes each confirmation document to a witness;
- sending each confirmation document from the witness to the seller;
- confirming contents of each confirmation document by the seller by comparing the contents of each confirmation document with the contents of a corresponding one of the vouchers;
- certifying and registering each confirmation document by the witness when the witness receives confirmation of the contents of each confirmation document from the seller; and
- storing each payment document.

## CONCLUSION

For at least the above-mentioned reasons, the independent claims and claims depending from the independent claims are patentably distinguishable over Walker. Reconsideration of the rejections is respectfully requested.

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If there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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